Nacimiento Water Project

Request for Qualifications
for
Professional Construction Management Services

List of Exhibits

A – Project Team Organization Chart

B – DRAFT Agreement for Professional Construction Management Services

C – Unit Map

D – Draft Unit Descriptions (including a schematic)

E – Master Filing System (June 19, 2006 revision)

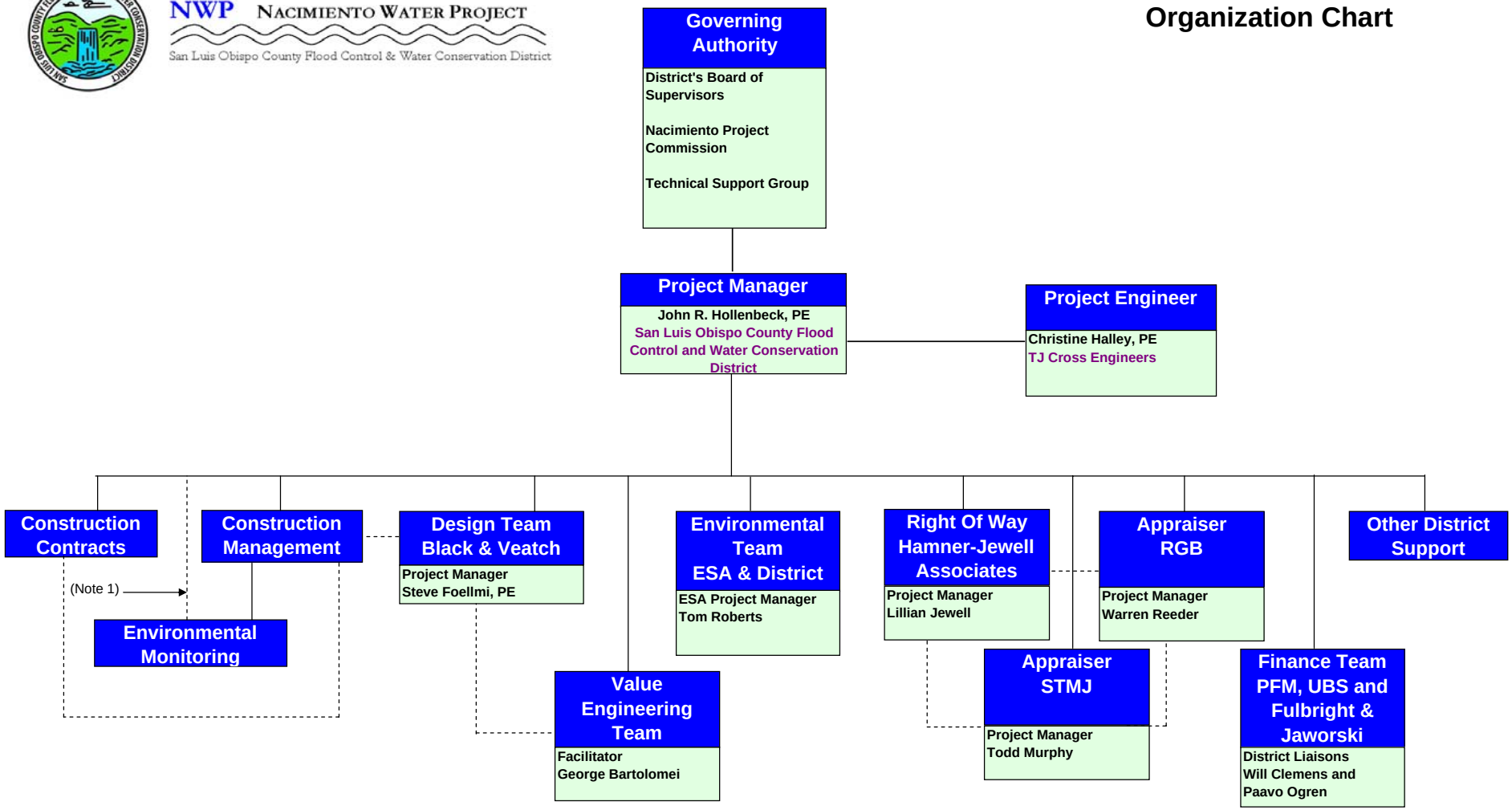
F – Construction Management Procurement and Activity Schedule During the Design Phase

G – Table of Contents for Draft Preliminary Design Report and the Value Engineering Report

NWP NACIMIENTO WATER PROJECT

San Luis Obispo County Flood Control & Water Conservation District

Exhibit A - Project Team Organization Chart



NOTE 1: Environmental Monitoring Services will be procured by the District, then the Environmental Monitoring Agreement will be assigned to the CM Agreement

EXHIBIT B - D R A F T
AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES (NON-FEDERAL FUNDING)

THIS AGREEMENT, entered into this ___ day of _____, 20__, (the "Effective Date") by and between the SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, herein called "DISTRICT," and CONSTRUCTION MANAGEMENT FIRM NAME, BUSINESS ORGANIZATION IDENTIFIER, AND ADDRESS LATER, herein called "MANAGER."

The DISTRICT's agent for administering this AGREEMENT is the Department of Public Works of San Luis Obispo County ("Department"), and all written communications hereunder with the DISTRICT shall be addressed to the Director of Public Works ("Director").

WHEREAS, the DISTRICT has need for special services and advice with respect to the Nacimiento Water Project (PROJECT) work described herein; and

WHEREAS, MANAGER warrants that it is specially trained, experienced, expert and competent to perform such special services; and

WHEREAS, the PROJECT is presently within the Design Phase which occurs preceding the Construction Phase and will conclude with the opening of the first group of construction bids resulting in the award of a construction contract for all or a sub-phase of the PROJECT; and

WHEREAS, the Construction Phase will commence upon the opening of the first group of construction bids resulting in the award of a construction contract for all, or a sub-phase of, the PROJECT; and

WHEREAS, the MANAGER is hereby retained by the DISTRICT to perform MANAGER'S scope of work during both the Design Phase and the Construction Phase of the PROJECT;

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

1. Scope of Work.

a. Construction Management Services. MANAGER shall, at its own cost and expense, provide all the services, equipment and materials necessary to complete the work described in Exhibit A, which is attached hereto and incorporated herein by this reference. All work shall be performed in a professional manner with the level of care and skill ordinarily exercised by comparable professionals performing comparable services under comparable circumstances at the time the services are performed under this AGREEMENT.

b. Environmental Monitoring Services. The DISTRICT expects to obtain the professional services of an Environmental Monitoring Firm during the Construction Phase of the PROJECT and at a time later than the Effective Date of this AGREEMENT, and at that time, the DISTRICT intends and expects to assign the Environmental Monitoring Services Agreement (ESMA) to the MANAGER (reference paragraph 6.b). The MANAGER agrees to work in good faith with the DISTRICT to execute an Assignment and Novation Agreement (sample presented as Exhibit D) when this assignment is necessary.

2. Time for Completion of Work. No work shall be commenced prior to MANAGER'S receipt of the DISTRICT'S Notice to Proceed. The DISTRICT shall issue two (2) separate Notices to Proceed: the first during the Design Phase and upon receipt of all insurance certificates as specified in paragraph 7.d and after full execution of this AGREEMENT by the MANAGER and the DISTRICT, and the second during the start of the Construction Phase.

The MANAGER shall submit no later than fourteen (14) calendar days after issue of the first Notice to Proceed a detailed Project schedule that illustrates execution of the scope of work described in Exhibit A.

All work shall be completed no later than June 30, 2011, provided, however, that extensions of time may be granted in writing by the Director, which said extensions of time, if any, shall be granted only for reasons attributable to inclement weather, acts of God, or for other cause determined in the sole discretion of the Director to be good and sufficient cause for such extensions.

3. Payment for Services:

a. Compensation. DISTRICT shall pay to MANAGER as compensation in full for all work required by this AGREEMENT a sum not to exceed the total AGREEMENT amount of VALUE IN WORDS LATER Dollars ($*.**) during the Design Phase, and a separate sum not to exceed the total AGREEMENT amount of VALUE IN WORDS LATER Dollars ($*.**) during the Construction Phase. Unused Compensation from the Design Phase shall roll over to the Contingency Fund (reference paragraph 5).

The Compensation amount for the Construction Phase excludes the compensation amounts from the EMSA, which the DISTRICT intends to assign to the MANAGER as stated in Paragraph 1.b hereinabove. The MANAGER'S Compensation will be amended to include the EMSA Compensation as an amendment to this AGREEMENT if and when the EMSA is assigned to the MANAGER.

MANAGER'S Compensation shall be based on actual services performed and costs incurred at the rates set forth in the Cost Proposal attached as Exhibit B to this AGREEMENT and incorporated herein by reference. MANAGER shall be allowed to add a maximum of three (3) percent administration fee to the MANAGER'S invoices for services invoiced by Environmental Monitoring Firm after the EMSA has been assigned to the MANAGER. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this AGREEMENT.

b. Reports and Billing Invoices: MANAGER shall submit to the DISTRICT, on a monthly basis, a detailed monthly progress report describing services performed and work accomplished during that preceding period, including the number of hours of work performed and the personnel involved. Billing invoices shall be based upon the MANAGER'S cost proposal attached hereto as Exhibit B. For the purpose of timely processing of invoices, the MANAGER'S invoices are not regarded as received until the monthly report is submitted. Any anticipated problems in performing any future work shall

be noted in the monthly reports. The MANAGER shall also promptly notify the DISTRICT of any perceived need for a change in the scope of work or services.

If DISTRICT objects to all or any portion of any invoice, DISTRICT will so notify MANAGER in writing within fourteen (14) calendar days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

c. MANAGER Personnel: DISTRICT has entered into this AGREEMENT based upon MANAGER's representations that the individuals and types of qualified professionals described in the attached Exhibit C will be performing the services described in this AGREEMENT. Accordingly, no revisions to the Project team as described in the organization chart attached hereto as Exhibit C shall be made without the express written consent of the DISTRICT.

4. Accounting Records:

a. MANAGER shall maintain accounting records in accordance with generally accepted accounting principles. The MANAGER shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement. The MANAGER shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

b. MANAGER shall record costs in a cost accounting system which clearly identifies the source of all costs. AGREEMENT costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the DISTRICT. The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the MANAGER'S cost accounting records.

c. All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. MANAGER shall safeguard the accounting records and supporting documentation.

d. MANAGER shall make accounting records and supporting documentation available on demand to the DISTRICT and its designated auditor for inspection and audit upon prior written notice. Disallowed costs shall be repaid to the DISTRICT. The DISTRICT may require having the MANAGER'S accounting records audited, at DISTRICT'S expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

5. Contingency Fund for Changes in Scope of Service. No change in the character or extent of the work to be performed by MANAGER shall be made except through a signed written amendment to this AGREEMENT. The amendment shall set forth the proposed changes in work, adjustment of time, and adjustment of the sum to be paid by DISTRICT to MANAGER if any.

A contingency fund of _WRITTEN VALUE_ Dollars ($*.**), in aggregate to be administered through both the Design Phase and Construction Phase, is hereby created to address such changes to the scope of services and/or completion date. The DISTRICT'S Board of Supervisors hereby delegates to the Director the authority to sign amendments to this AGREEMENT that make reasonable modifications to the time of performance or the scope of services, provided that all such amendments do not cumulatively exceed the contingency fund. Any other amendments must be approved by the Board. These additional funds are intended to provide the DISTRICT with flexibility to respond to unanticipated events or conditions, and the MANAGER has no right to make any claim against these funds except as so expressly provided in a written amendment to this AGREEMENT.

6. Assignment of the AGREEMENT

a. No Assignment of AGREEMENT by the MANAGER. Inasmuch as this AGREEMENT is intended to secure the specialized services of the MANAGER, MANAGER may not assign, transfer, delegate or sublet any interest herein without the prior written consent of DISTRICT and any such assignment, transfer, delegation, or sublease without the DISTRICT'S prior written consent shall be considered null and void.

b. Assignment of EMSA by the DISTRICT to the MANAGER. The DISTRICT intends to assign the EMSA to the MANAGER after the DISTRICT has

procured the professional services of the Environmental Monitoring Firm. The MANAGER agrees to cooperate with the DISTRICT during the procurement of the professional services of the Environmental Monitoring Firm. The DISTRICT will provide complete copies of the ESMA to the MANAGER prior to the assignment of the ESMA to the MANGER. The MANAGER hereby consents to work cooperatively with the DISTRICT during the assignment of the ESMA to MANAGER pursuant to the terms and conditions of the sample Assignment and Novation Agreements attached hereto as Exhibits D and agrees to execute the Assignment and Novation Agreements at such time that the DISTRICT requests the assignment of the ESMA to the MANAGER.

Once the Assignment and Novation Agreement regarding the ESMA has been fully executed by all the parties, the MANAGER shall be responsible for delivering the work described in Exhibit A of the ESMA to the DISTRICT, and the ESMA shall operate as a subcontract between MANAGER and the Environmental Monitoring Firm for the performance of said work.

The said Assignment and Novation Agreement shall operate as a novation as defined in California Civil Code section 1531, such that the MANAGER shall be substituted for the DISTRICT, and the agreement thus entered into between the MANAGER and the Environmental Monitoring Firm shall supersede and replace the ESMA.

7. Insurance. MANAGER shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this AGREEMENT such insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VI and are admitted insurance companies in the State of California, or (2) insurers of equivalent documented quality which the County Risk Manager has approved in writing.

a. Professional Liability Insurance: MANAGER shall maintain in full force and effect during the entire term of this AGREEMENT, professional liability "errors and omissions" insurance with limits of liability of not less than Five Million Dollars ($5,000,000.00) per claim and Five Million Dollars ($5,000,000.00) in aggregate to cover all services rendered by MANAGER pursuant to this AGREEMENT.

If coverage is on Claims Made basis, MANAGER promises to maintain such coverage for four (4) years following completion of construction of Project designed hereunder.

b. Commercial General Liability (CGL): MANAGER shall maintain in full force and effect, for the period covered by this AGREEMENT, Commercial General Liability insurance including the following coverages:

1. Personal Injury and Bodily Injury, including death resulting therefrom.

2. Property Damage.

3. Automobile coverage which shall include owned, non-owned and hired vehicles.

The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of Five Million Dollars ($5,000,000.00.)

The following endorsements must be provided in the CGL policy:

1. If the insurance policy covers an “accident” basis, it must be changed to “occurrence”.
2. The policy must cover personal injury as well as bodily injury.
3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
4. Broad Form Property Damage Liability must be afforded.
5. Products and Completed Operations coverage must be provided.
6. The DISTRICT and the County of San Luis Obispo (“County”), and either of their officers, employees and agents shall be named as additional insureds under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the DISTRICT or County, whether commercial or self-insurance will be called

upon to contribute to a loss hereunder. Nothing contained in this AGREEMENT shall be construed to require MANAGER'S insurance to indemnify DISTRICT in contravention of Insurance Code 11580.04.

c. Workers' Compensation Insurance: In accordance with the provision of Labor Code Section 3700, MANAGER if MANAGER has any employees, is required to be insured against liability for Workers' Compensation or to undertake self-insurance. MANAGER agrees to comply with such provisions before commencing the performance of the work of this AGREEMENT.

d. The following requirements apply to all insurance to be provided by MANAGER:

1. A certificate of insurance shall be furnished to DISTRICT prior to commencement of work. Upon request by the DISTRICT, MANAGER shall provide a certified copy of any insurance policy to the DISTRICT within ten (10) working days.

2. Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to DISTRICT.

3. Approval of the insurance shall not relieve or decrease the extent to which the MANAGER may be held responsible for payment of damages resulting from MANAGER'S services or operations pursuant to this AGREEMENT.

8. <u>Indemnification of DISTRICT.</u> Except as otherwise provided in subparagraphs b and c below, MANAGER shall to the fullest extent permitted by law, defend, indemnify and hold harmless the DISTRICT, its officers and employees, from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses (hereafter collectively "claims"), that arise out of or are made in connection with MANAGER's errors or omissions, breach of contract, intentional misconduct, or negligent acts relating to the performance of any duty, obligation, or work hereunder. The above obligation to defend, indemnify, and hold harmless shall be effective and shall extend to all such claims in their entirety, even when such claims or losses arise from the comparative negligence of the DISTRICT, its officers, agents, and employees. However, the DISTRICT shall be solely responsible for the amount of a judgment

rendered solely against the DISTRICT if such judgment is based upon a specific finding of active negligence on the part of the DISTRICT, or one of its officers, agents or employees, and no indemnity provisions contained herein shall require the MANAGER to pay the amount of said judgment. In the event the MANAGER's duty to defend the DISTRICT becomes operative, this duty includes the duty of providing a separate legal defense for the DISTRICT if the DISTRICT determines that joint representation is not in the best interest of the DISTRICT.

a. The preceding paragraph applies to any and all such claims, regardless of the nature of the claim or theory of recovery. For purposes of the paragraphs found in this section 8 of the AGREEMENT, "MANAGER" shall include the MANAGER and/or its agents, employees, sub-contractors, or other independent contractors hired, by, or directly responsible to, MANAGER

b. Nothing contained in the foregoing indemnity provisions shall be construed to require MANAGER to indemnify DISTRICT against any responsibility or liability in contravention of Civil Code 2782.

c. It is the intent of the parties to provide the DISTRICT the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

d. MANAGER has been hired by the DISTRICT because of the MANAGER'S specialized expertise in performing the work described in the attached Exhibit A. MANAGER shall be solely responsible for such work. The DISTRICT's or Department's review, approval and/or adoption of any designs, plans, specifications or any other work of the MANAGER shall be in reliance on MANAGER'S specialized expertise and shall not relieve the MANAGER of its sole responsibility for its work. Under no circumstances shall any act or omission of the DISTRICT or Department relating to any review, approval and/or adoption of any designs, plans, specifications or any other work of the MANAGER constitute active negligence on the part of the DISTRICT or the Department.

9. <u>Indemnification of County.</u> Each and every term and provision of paragraph 8 above is hereby incorporated herein by reference, as though fully set forth

herein, with the word “DISTRICT” being replaced with “County of San Luis Obispo,” so that MANAGER shall defend, indemnify, and hold harmless the County pursuant to said terms and conditions as so amended.

10. Insurance and Indemnification as Material Provisions. The parties expressly agree that the indemnification and insurance clauses in this AGREEMENT are an integral part of the performance exchanged in this AGREEMENT. The compensation stated in this AGREEMENT includes compensation for the risks transferred to MANAGER by the indemnification and insurance clauses.

11. MANAGER’S Endorsement on Reports, etc. MANAGER shall endorse all reports, maps, plans, documents, materials and other data in accordance with applicable provisions of the laws of the State of California.

12. Documents, Information and Materials Ownership. All documents, information and materials of any and every type prepared by the MANAGER pursuant to this AGREEMENT shall become the property of the DISTRICT provided; however, that MANAGER retains the right to their use in any manner which would not be detrimental to the completion of the Project. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the MANAGER in performing work under this AGREEMENT, whether completed or in process. The MANAGER shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of services described under this AGREEMENT.

13. Termination of AGREEMENT Without Cause. DISTRICT may terminate this AGREEMENT at any time by giving the MANAGER twenty (20) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for costs reasonably incurred and services satisfactorily rendered prior to the effective date of said termination, MANAGER shall be entitled to no further compensation or payment of any type from the DISTRICT.

14. Termination of AGREEMENT for Cause. If MANAGER fails to perform MANAGER’S duties to the reasonable satisfaction of the DISTRICT, or if MANAGER fails to fulfill in a timely and professional manner MANAGER’S obligations under this

AGREEMENT or if MANAGER shall violate any of the terms or provisions of this AGREEMENT or if MANAGER, MANAGER'S agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the DISTRICT, then DISTRICT shall have the right to terminate this AGREEMENT effective immediately upon the DISTRICT giving written notice thereof to the MANAGER Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. MANAGER shall be paid for all work satisfactorily completed prior to the effective date of such termination. If DISTRICT'S termination of the AGREEMENT for cause is defective for any reason, including but not limited to DISTRICT'S reliance on erroneous facts concerning MANAGER'S performance, or any defect in notice thereof, this AGREEMENT shall automatically terminate without cause on the twentieth day following the DISTRICT'S written notice of termination for cause to the MANAGER and the DISTRICT'S maximum liability shall not exceed the amount payable to MANAGER under paragraph 13 above.

15. Compliance with Laws. MANAGER shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the work of this AGREEMENT.

16. Covenant Against Contingent Fees. MANAGER warrants that he has not employed or retained any company or person, other than a bona fide employee working for MANAGER to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this AGREEMENT. For breach or violation of this warranty, DISTRICT shall have the right to annul this AGREEMENT without liability, or, in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. Nondiscrimination. MANAGER shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this AGREEMENT.

18. Disputes & Claims.

a. Notice of Potential Claim. The MANAGER shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the DISTRICT, or for the happening of any event, thing, occurrence, or other cause, unless MANAGER has provided the DISTRICT with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the MANAGER believes additional compensation will or may be due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the DISTRICT prior to the time that the MANAGER shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the DISTRICT, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. It is the intention of this paragraph that differences between the parties relating to this AGREEMENT be brought to the attention of the DISTRICT at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The MANAGER hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written Notice of Potential Claim as herein required was filed with the Director.

b. Processing of Actual Claim. In addition to the above requirements for Notice of Potential Claim, a detailed, Notice of Actual Claim must be submitted in writing to the DISTRICT on or before the date of final payment under this AGREEMENT. All such claims shall be governed by the procedures set forth in section 20104.2 and 20104.4 of the Public Contract Code, except that the word “claim” as used in said sections shall be construed as referring to any claim relating to this AGREEMENT. The MANAGER shall not be entitled to any additional compensation unless MANAGER has (1) provided the DISTRICT with a timely written Notice of Actual Claim and (2) followed the procedures set forth in Public Contract Code section 20104.2 and 20104.4.

c. Claim is No Excuse. Neither the filing of a Notice of Potential Claim or of a Notice of Actual Claim, nor the pendency of a dispute or claim, nor its

consideration by the DISTRICT, shall excuse the MANAGER from full and timely performance in accordance with the terms of this AGREEMENT.

19. MANAGER is an Independent Contractor. It is expressly understood that in the performance of the services herein provided, MANAGER shall be, and is, an independent MANAGER and is not an agent or employee of DISTRICT. MANAGER has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting MANAGER in the performance of the services rendered hereunder. MANAGER shall be solely responsible for all matters relating to the payment of his employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

20. Entire AGREEMENT and Modification. This AGREEMENT constitutes the entire understanding of the parties hereto. MANAGER shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Any changes increasing MANAGER'S compensation and/or benefits must be approved by the DISTRICT'S Board of Supervisors; any other changes may be signed by the Director on behalf of the DISTRICT. MANAGER specifically acknowledges that in entering into and executing this AGREEMENT, MANAGER relies solely upon the provisions contained in this AGREEMENT and no others.

21. Enforceability. If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

22. Warranty of MANAGER. MANAGER warrants that MANAGER and each of the personnel employed or otherwise retained by MANAGER for work under this AGREEMENT are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

23. Subcontractors.

a. Other than work designated in Exhibits A, B, C, and D to be performed by other persons, the MANAGER shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the DISTRICT.

b. Any subcontract entered into by MANAGER relating to this AGREEMENT shall contain all the provisions contained in this AGREEMENT.

c. Any substitution of subcontractors must be approved in writing by the DISTRICT in advance of assigning work to a substitute subcontractor.

24. Applicable Law and Venue. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

25. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and sent by first class mail to the DISTRICT at:

Mr. Noel King, Director
San Luis Obispo County
Department of Public Works
County Government Center, Room 207
San Luis Obispo, CA 93408

and to the MANAGER

___LATER_____

_____

_____

26. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this AGREEMENT is over $5,000, the MANAGER shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The AGREEMENT and SUBAGREEMENT numbers and dollar amounts shall be contained in a separate section of such document or written report.

27. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by MANAGER under this Contract which

DISTRICT requests in writing to be kept confidential, shall be made available to any individual or organization by MANAGER without the prior written approval of DISTRICT.

28. Restrictive Covenant. MANAGER agrees that he will not, during the continuance of this AGREEMENT, perform or otherwise exercise the services described in Exhibit A for this Project for anyone except for the DISTRICT, unless and until said DISTRICT waives this restriction.

29. Quality Control and Quality Assurance. The MANAGER shall provide a description of their Quality Control procedure. The process shall be implemented for all facets of work and a QC-QA statement and signature shall be placed on all submittals to the DISTRICT.

30. Reliance. In performance of the services, it is understood that MANAGER may be supplied with certain information and/or data by DISTRICT and that MANAGER will reasonably rely on such information; however, if the MANAGER had any reasonable grounds to question the accuracy of such information and/or data, then MANAGER shall independently verify such information and/or data.

IN WITNESS THEREOF, DISTRICT and MANAGER have executed this AGREEMENT on the day and year first hereinabove set forth.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT, and this AGREEMENT shall become effective on the date shown signed by the DISTRICT.

ATTEST:

_____
County Clerk and Ex-Officio Clerk of the Board of Supervisors, County of San Luis Obispo Flood Control and Water Conservation District,
State of California

Date:_____, 20____

COUNTY OF SAN LUIS OBISPO FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By:_____
Chairperson of the Board
County of San Luis Obispo Flood Control and Water Conservation District,
State of California

Date:_____, 20____

APPROVED AS TO FORM AND LEGAL EFFECT:
JAMES B. LINDHOLM, JR.
County Counsel

By:_____
Deputy County Counsel

Date:_____, 20____

MANAGER

By:_____

Title: _____

Date:_____, 20____

NACIMIENTO WATER PROJECT

EXHIBIT A - SCOPE OF WORK
FOR CONSTRUCTION MANAGEMENT SERVICES

INSERT THE MANAGER'S SCOPE OF WORK HERE

NACIMIENTO WATER PROJECT

EXHIBIT B – MANAGER'S COST PROPOSAL
AND
FEE SCHEDULE

INSERT THE MANAGER'S COST PROPOSAL SUMMARY TABLE AND THE BILLING FEE SCHEDULE

NACIMIENTO WATER PROJECT

EXHIBIT C – MANAGER'S ORGANIZATION CHART

INSERT THE MANAGER'S ORGANZIATION CHART

***** Sample *****

EXHIBIT D - ASSIGNMENT AND NOVATION AGREEMENT NACIMIENTO WATER PROJECT – ENVIRONMENTAL MONITORING SERVICES

THIS Assignment and Novation Agreement ("Assignment Agreement") is entered this ___ day of _____, 2006, by and among the San Luis Obispo County Flood Control and Water Conservation District ("District"), ENTER MANAGER'S FIRM NAME (the "MANAGER"), AND ENTER ENVIRONMENAL MONITORING FIRM'S NAME.

WHEREAS, the District and MANAGER have entered into a certain Agreement for Professional Construction Management Services for the delivery of certain construction related management services to the District with respect to the Nacimiento Water Project (the "Project"), which contract was entered into on the __ day of MONTH, 20__ (hereinafter "the Construction Management Services Agreement"); and

WHEREAS, concurrently with the District's execution of this Assignment Agreement, the District is entering into an Agreement for Professional Environmental Monitoring Services (hereinafter "the Environmental Monitoring Services Agreement") with Enter name of Environmental Monitoring Firm in which MANAGER agrees to accept an assignment of the Environmental Monitoring Agreement pursuant to the terms of this Assignment Agreement; and

WHEREAS, MANAGER acknowledges that the Enter name of Environmental Monitoring Firm is highly qualified to perform the services described in the Environmental Monitoring Services Agreement and MANAGER agrees that MANAGER could not have hired any other environmental monitoring firm(s) which would have been more qualified to perform such services; and

WHEREAS, a true and complete copy of the Environmental Monitoring Services Agreement is attached hereto as Exhibit A and incorporated herein by reference for identification only; and

WHEREAS, concurrently with the District's execution of this Assignment Agreement and the District's execution of that for Environmental Monitoring Services Agreement, the District is executing an amendment to the Construction Management Services Agreement which amends the Compensation for the MANAGER to include the Compensation for the Enter name of Environmental Monitoring Firm; and

WHEREAS, the District, MANAGER and Enter name of Environmental Monitoring Firm now desire to permit the assignment of the Environmental Monitoring Services Agreement by the District to MANAGER and the assumption by MANAGER of the District's liability, if any, to Enter name of Environmental Monitoring Firm thereunder, so as to substitute MANAGER for the District and thus cause a novation of the Environmental Monitoring Services Agreement; and

NOW, THEREFORE, the parties agree as follows:

1. Adoption of Recitals. By each party's execution of this Assignment Agreement, each party agrees to the terms set forth in the recitals set forth above.

2. Assignment of Environmental Monitoring Services Agreement and Liabilities: For good and valuable consideration, the receipt of which is hereby acknowledged, the District hereby grants and assigns to MANAGER all its right, title and interest in and to the Environmental Monitoring Services Agreement and all liabilities, duties and obligations of the District arising out of or relating to the Environmental Monitoring Services Agreement. Notwithstanding any other provision of this Assignment Agreement, the District retains all of its contractual rights under its contract with MANAGER concerning the Enter name of Environmental Monitoring Firm's performance under the Environmental Monitoring Services Agreement, whether said performance occurs before or after the date of this Assignment Agreement. Additionally, paragraphs 6, 7 and 8 [confirm paragraph numbers] of the Environmental Monitoring Services Agreement shall remain in full force and effect between District and the Enter name of Environmental Monitoring Firm in all respects pursuant to paragraph 5.b. [confirm paragraph numbers] of the Environmental Monitoring Services Agreement.

APPROVED AS TO FORM AND LEGAL EFFECT:
JAMES B. LINDHOLM, JR.
County Counsel

By:_____
Deputy County Counsel

Dated:_____

SAN LUIS OBISPO COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

By: _____
Chairperson of the Board

Dated: _____

ATTEST:

_____
County Clerk and Ex-Officio Clerk of the Board of
Supervisors, County Flood Control and Water Conservation
District, State of California

Dated:_____

3. Assumption of Assignment, Liabilities and Novation: MANAGER, through its undersigned authorized representative, hereby accepts the foregoing assignment, agrees to assume and perform all duties and obligations to be performed by the District under the Environmental Monitoring Services Agreement therein specified to the same extent as if MANAGER had been an original party thereto, agrees to assume all liabilities, duties and obligations of District arising out or relating to the Environmental Monitoring Services Agreement, and agrees to the fullest extent permitted by law to release, defend, indemnify and hold the District harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever relating to said Environmental Monitoring Services Agreement arising out of or with respect to the performance or non-performance of its duties and obligations. MANAGER shall have the right to be reimbursed by the District for its time and expense in administering the Environmental Monitoring Services Agreement pursuant to the terms of paragraph 3.a of the Construction Management Services Agreement.

Dated: _____ ENTER NAME OF CM FIRM

By: _____

Name, Title

4. Consent to Assignment, Assumption and Novation: Enter name of Environmental Monitoring Firm, through its undersigned authorized representative, hereby consents to the foregoing assignment by the District to MANAGER of the Environmental Monitoring Services Agreement and the District's liabilities, duties and obligations thereunder and MANAGER's assumption of the same, agrees to look solely to MANAGER for the proper performance of said contract, agrees to and does release District from any and all claims, demands, actions, causes of action, suit, proceeding, damages, liabilities and costs and expenses of every kind and nature whatsoever arising out of or relating to the Environmental Monitoring Services Agreement, except with respect to any rights as a stop notice claimant pursuant to California Civil Code section 2179, et seq., and agrees that this assignment and assumption shall be effective as a substitution of parties and shall constitute a novation pursuant to California Civil Code section 1531 and shall be final except as provided in section 1533.

Dated: _____ Enter name of Environmental Monitoring Firm

By: _____

Name, Title

NWP NACIMIENTO WATER PROJECT

San Luis Obispo County Flood Control & Water Conservation District

EXHIBIT C - Unit Map for Nacimiento Water Project

EXHIBIT D – DRAFT UNIT DESCRIPTIONS

Unit A - Lake Nacimiento Intake and Pump Station to Camp Roberts West Property Line: Shall consist of the raw water intake structure including rights-of-way, intake shaft, tunnel(s), multi-port underwater intake piping and valves with appurtenances, underwater piping and appurtenance anchor and support blocks, intake fish screens, a building, pumps, piping, surge control facilities, access road, screens, gates, valves, controls and communication, electrical service, instrumentation, grounds, fencing, corrosion control, and appurtenances; and pipeline from the intake to the Camp Roberts west property line including rights-of-way, road crossings, controls and communication, instrumentation, air release structures, blowoffs, valves, vaults, corrosion control, and appurtenances.

Unit A1 - Camp Roberts West Property Line to and Including the Camp Roberts Tank: Shall consist of the pipeline from the Camp Roberts west property line to the Camp Roberts Tank outlet piping connection to the main pipeline including rights-of-way, road crossings, the Nacimiento River crossing, controls and communication, instrumentation, air release structures, blowoffs, valves, vaults, corrosion control, ~~and~~ appurtenances, ~~;~~ and the Camp Roberts Tank including rights-of-way, piping and valves, connections to the main pipeline, controls and communication, instrumentation, electrical service, corrosion control and coatings, overflow facilities, access roads, grounds, fencing, and appurtenances.

Unit C – Camp Roberts Tank Outlet to Monterey Rd / Wellsona: Shall consist of the pipeline from the Camp Roberts Tank outlet piping connection to the main pipeline to the intersection of Old Highway 101 and Monterey Road, including rights-of-way, the highway crossing, road crossings, controls and communication, instrumentation, air release structures, blowoffs, valves, vaults, corrosion control, and appurtenances.

Unit C1 – Monterey Rd / Wellsona to Paso Robles Turnout: Shall consist of the pipeline from the intersection of Old Highway 101 and Monterey Road to and including the mainline connection "tee" for the Paso Robles Turnout, including rights-of-way, the Salinas River crossing, railroad crossing, road crossings, controls and communication, instrumentation, air release structures, blowoffs, valves, vaults, corrosion control, and appurtenances.

Unit D – Paso Robles Turnout to Templeton CSD Turnout, excluding the Santa Ysabel Pump Station (Unit B): Shall consist of the pipeline from the mainline connection "tee" for the Paso Robles Turnout to the main pipeline connection with the inlet side of the Santa Ysabel Pump Station, and from the main pipeline connection on the outlet side of the Santa Ysabel Pump Station to and including the mainline connection "tee" for the Templeton CSD turnout, including rights-of-way, surge control, tunneling twice across the Salinas River, access road, road crossings, controls and communication, instrumentation, air release structures, blowoffs, valves, vaults, corrosion control, and appurtenances.

Unit B – Santa Ysabel Pump Station: Shall consist of the Santa Ysabel Pump Station from the inlet connection off of the main pipeline to the discharge connection on the main pipeline, including rights-of-way, a building, pumps, piping, connections to the main pipeline, surge control facilities, access road, valves, controls and communication, electrical service, instrumentation, grounds, fencing, corrosion control, and appurtenances.

Unit E – Templeton CSD Turnout to Atascadero MWC Turnout: Shall consist of the pipeline from the mainline connection "tee" for the Templeton CSD turnout to and including the mainline connection "tee" for the Atascadero MWC turnout, including rights-of-way, road crossings, controls and communication, instrumentation, air release structures, blowoffs, valves, vaults, corrosion control, and appurtenances.

Unit F – Atascadero MWC Turnout to Rocky Canyon Tank Inlet: Shall consist of the pipeline from the mainline connection "tee" for the Atascadero MWC turnout to the Rocky Canyon Tank inlet piping connection off of the main pipeline, including rights-of-way, road crossings, controls and communication, instrumentation, air release structures, blowoffs, valves, vaults, corrosion control, and appurtenances.

Unit F1 – Rocky Canyon Tank: Shall consist of the Rocky Canyon Tank from the tank's inlet piping connection off of the main pipeline through the tank and to within 25-feet, more or less, of the inlet manifold connection to the Rocky Canyon Pump Station, including rights-of-way, piping and valves, connections to the main pipeline, controls and communication, instrumentation, electrical service, corrosion control and coatings, access roads, grounds, fencing, overflow facilities, and appurtenances.

Unit F2 – Rocky Canyon Pump Station: Shall consist of the Rocky Canyon Pump Station from the Rocky Canyon Tank outlet connection to the pump station inlet pipe through the pump station and to the discharge connection on the main pipeline, including rights-of-way, a building, pumps, piping, connections to the main pipeline, surge control facilities, access road, valves, controls and communication, instrumentation, electrical service, grounds, fencing, corrosion control, and appurtenances.

Unit G – Rocky Canyon Pump Station Discharge to Route 58/Maria Avenue: Shall consist of the pipeline from the discharge connection of the Rocky Canyon Pump Station to the intersection of Maria Avenue and Route 58 in Santa Margarita, including rights-of-way, a Salinas River Crossing, railroad crossings, road crossings, controls and communication, instrumentation, air release structures, blowoffs, valves, vaults, corrosion control, and appurtenances.

Unit G1 – Route 58/Maria Avenue to Cuesta Tunnel Tank Inlet: Shall consist of the pipeline from the intersection of Maria Avenue and Route 58 in Santa Margarita to the inlet piping connection off of the main pipeline of the Cuesta Tunnel Tank, rights-of-way, including railroad and road crossings, controls and communication, instrumentation, air release structures, blowoffs, valves, vaults, corrosion control, and appurtenances.

Unit G2 – Cuesta Tunnel Tank: Shall consist of the Cuesta Tunnel Tank from the inlet piping connection off of the main pipeline through the tank and to the outlet piping connection off of the main pipeline, including rights-of-way, piping and valves, connections to the main pipeline, controls and communication, instrumentation, electrical service, corrosion control and coatings, access roads, grounds, fencing, overflow facilities, and appurtenances.

Unit H – Cuesta Tunnel: Shall consist of the existing Nacimiento Pipeline in the Cuesta Tunnel from the existing north portal inlet connection to the main pipeline through to the south portal outlet connection to the main pipeline, including rights-of-way, controls and communication, instrumentation, air release structures, blowoffs, valves, vaults, corrosion control, and appurtenances.

Unit H1 – Cuesta Tunnel to San Luis Obispo Turnout: Shall consist of the pipeline from the south portal outlet connection to the main pipeline of the Nacimiento Pipeline in Cuesta Tunnel to and including the mainline connection "tee" for the City of San Luis Obispo turnout, including rights-of-way, railroad crossings, road crossings, controls and communication, instrumentation, air release structures, blowoffs, valves, vaults, corrosion control, and appurtenances.

THE FOLLOWING ARE ALL THE TURNOUTS FOR THE INITIAL PARTICIPANTS.

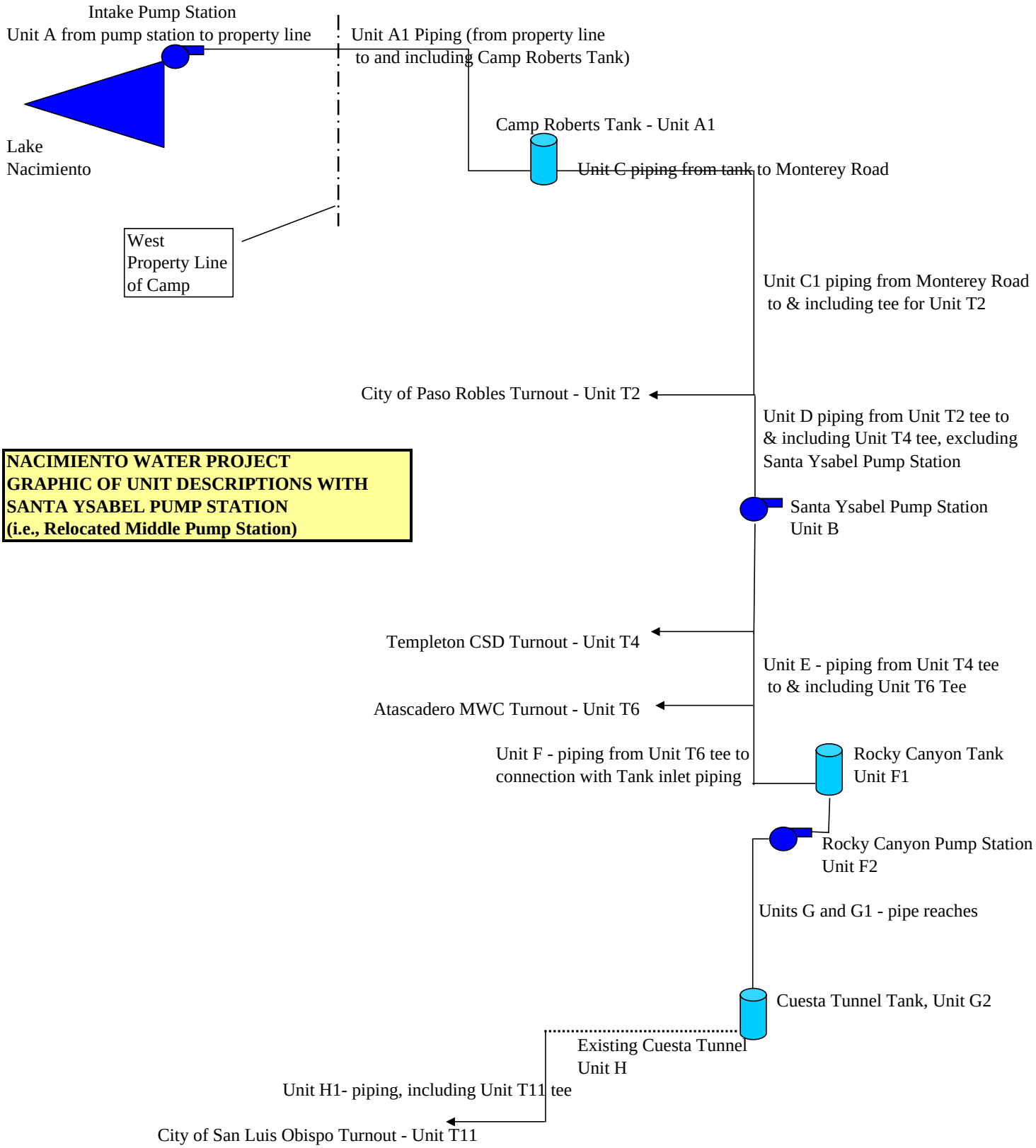
Unit T2 – City of Paso Robles Turnout. Shall consist of a pipeline from the outlet side of the "tee" connection on the main pipeline to and including the turnout flow control facilities connecting the Nacimiento Facilities to the City of Paso Robles water system facilities near the Thunderbird Well Field west of the Salinas River. The turnout shall include rights-of-way, an isolation valve adjacent to the main pipeline, piping, Salinas River crossing, road crossings, controls and communication, instrumentation, electrical service, air release structures, blowoffs, flow meter, isolation valves, flow control valve, vaults and slabs, corrosion control, access roads, grounds, fencing, and appurtenances.

Unit T4 – Templeton Community Services District Turnout: Shall consist of a pipeline from the outlet side of the "tee" connection on the main pipeline to and including the turnout flow control facilities connecting the Nacimiento Facilities to the Templeton Community Services District water system facilities near the intersection of El Pomar Drive, Templeton Road and Vineyard Street west of the Salinas River. The turnout shall include rights-of-way, an isolation valve adjacent to the main pipeline, piping, Salinas River crossing, road crossings, controls and communication, instrumentation, electrical service, air release structures, blowoffs, flow meter, isolation valves, flow control valve, vaults and slabs, corrosion control, access roads, grounds, fencing, and appurtenances.

Unit T6 – Atascadero Mutual Water Company Turnout. Shall consist of a pipeline from the outlet side of the "tee" connection on the main pipeline to and including the turnout flow control facilities connecting the Nacimiento Facilities to the Atascadero Mutual Water Company well field and water system facilities west-southwest of the

Salinas River. The turnout shall including rights-of-way, an isolation valve adjacent to the main pipeline, piping, Salinas River crossing, road crossings, controls and communication, instrumentation, electrical service, air release structures, blowoffs, flow meter, isolation valves, flow control valve, vaults and slabs, corrosion control, access roads, grounds, fencing, and appurtenances.

Unit T11 –City of San Luis Obispo Turnout: Shall consist of a pipeline from the outlet side of the "tee" connection on the main pipeline to and including the turnout flow control facilities connecting the Nacimiento Facilities to the San Luis Obispo Water Treatment Plant. The turnout shall including rights-of-way, an isolation valve adjacent to the main pipeline, piping, Stenner Creek crossing, road crossings, controls and communication, instrumentation, electrical service, air release structures, blowoffs, flow meter, isolation valves, flow control valve, vaults and slabs, corrosion control, access roads, grounds, fencing, and appurtenances.


Intake Pump Station
Unit A from pump station to property line
Unit A1 Piping (from property line to and including Camp Roberts Tank)
Lake Nacimiento
West Property Line of Camp
Camp Roberts Tank - Unit A1
Unit C piping from tank to Monterey Road
Unit C1 piping from Monterey Road to & including tee for Unit T2
City of Paso Robles Turnout - Unit T2
Unit D piping from Unit T2 tee to & including Unit T4 tee, excluding Santa Ysabel Pump Station
NACIMIENTO WATER PROJECT
GRAPHIC OF UNIT DESCRIPTIONS WITH SANTA YSABEL PUMP STATION
(i.e., Relocated Middle Pump Station)
Santa Ysabel Pump Station Unit B
Templeton CSD Turnout - Unit T4
Unit E - piping from Unit T4 tee to & including Unit T6 Tee
Atascadero MWC Turnout - Unit T6
Unit F - piping from Unit T6 tee to connection with Tank inlet piping
Rocky Canyon Tank Unit F1
Rocky Canyon Pump Station Unit F2
Units G and G1 - pipe reaches
Cuesta Tunnel Tank, Unit G2
Existing Cuesta Tunnel Unit H
Unit H1- piping, including Unit T11 tee
City of San Luis Obispo Turnout - Unit T11

San Luis Obispo County Flood Control and Water Conservation District
Nacimiento Water Project
Project No. 300187
EXHIBIT E - Master Filing List

Updated June 19, 2006

File No.	File Description
A	**ADMINISTRATION**
A.0	**NWP Record Logs**
A.0.1	NWP File System
A.0.2	Project Manager's Journals
A.0.3	Other Project Staff's Journals
A.0.4	Parcel APN Log
A.0.5	Insurance Certificate Log
A.1	**Agreements**
A.1.1	MCWRA & Waterworld Resorts
A.1.2	Water Rights
A.2	**Consulting Contracts / Contract Amendments / Authorizations**
A.2.1	TJ Cross
A.2.2	UBS
A.2.3	PFM
A.2.4	Fulbright & Jaworski
A.2.5	Hamner Jewell
A.2.6	Cannon Associates
A.2.7	Geomatrix Consultants, Inc.
A.2.8	ESA
A.2.9	Black & Veatch
A.2.10	Schenberger, Taylor, McCormick & Jecker Inc. Appraisal
A.2.11	Reeder, Gilman & Borgquist Appraisal
A.2.x	Others
A.3	Construction Contracts
A.4	**Team Development**
A.4.1	Planner
A.4.2	Survey
A.4.3	Design
A.4.4	Geotechnical
A.4.5	Environmental
A.4.6	Value Engineering
A.4.7	Construction Management
A.4.8	Construction Contract Strategies
A.4.9	UXO Avoidance and Detection
A.4.10	Appraisal Services
A.4.11	Arborist
A.5	Project Work Plan
A.6	**Monthly Progress Reports**
A.6.1	Hamner Jewell
A.6.2	ESA
A.6.3	Black & Veatch
A.6.4	TJ Cross
A.7	**Entitlement Contracts**
A.7.1	Paso Robles
A.7.2	Templeton CSD

File No.		File Description
	A.7.3	Atascadero MWC
	A.7.4	San Luis Obispo
A.8		Project or Related News
A.9		Technical Papers for Project
A.10		Risk Management
A.11		Presentations
B		**ACCOUNTING**
B.1		**Invoices to District**
	B.1.1	TJ Cross
	B.1.2	UBS
	B.1.3	PFM
	B.1.4	Fulbright & Jaworski
	B.1.5	Hamner Jewell
	B.1.6	Cannon Associates
	B.1.7	Geomatrix Consultants, Inc.
	B.1.8	ESA
	B.1.9	Black & Veatch
	B.1.10	Department of Health Services
	B.1.11	Department of the Army
	B.1.12	Schenberger, Taylor, McCormick & Jecker Inc.
	B.1.13	Reeder, Gilman & Borgquist
	B.1.14	Value Engineering Team Members
	B.1.x	Others
B.2		Invoice Summaries
B.3		**Invoices from District**
	B.3.1	Paso Robles
	B.3.2	Templeton CSD
	B.3.3	Atascadero MWC
	B.3.4	San Luis Obispo
B.4		Expense Documentation
B.5		**NWP Budget**
	B.5.1	Tax Shift
	B.5.2	WRDA Federal Funds
	B.5.3	CA Prop 50 Funds
	B.5.4	Bureau of Reclamation Grant Program
	B.5.5	EAP Grants
B.6		**Project Financing**
	B.6.1	Bond Anticipation Note for SLO City
	B.6.2	Long Term Bond Financing
	B.6.2.1	Paso Robles
	B.6.2.2	TCSD
	B.6.2.3	AMWC
	B.6.2.4	City of SLO

San Luis Obispo County Flood Control and Water Conservation District
Nacimiento Water Project
Project No. 300187
Master Filing List

File No.	File Description
C	**PROJECT CONTROLS**
C.1	**Construction Cost Management**
C.1.1	Opinions of Probable Construction Cost & Cost Updates
C.1.2	Internal Value Engineering
C.1.3	Trending (Change Tracking)
C.1.4	Cost Control Strategy
C.1.5	Bidding Market Conditions Assessment
C.1.6	Construction and Contracting Plan
C.1.7	Project Cost Allocation Model
C.2	**Master Project Schedule**
C.2.1	Detailed Design Schedule
C.2.2	Baseline Construction Schedule
C.2.3	Construction Schedule Modification / Optimization
D	**CORRESPONDENCE**
D.1	**Consultants/Contractors (to/from)**
D.1.1	Design - General
D.1.2	Value Engineering - General
D.1.3	Construction Management - General
D.1.4	Construction - General
D.1.5	Finance - General
D.1.6	Environmental - General
D.1.7	TJ Cross
D.1.8	UBS
D.1.9	PFM
D.1.10	Fulbright & Jaworski
D.1.11	Hamner Jewell
D.1.12	Cannon Associates
D.1.13	Geomatrix Consultants, Inc.
D.1.14	ESA
D.1.15	Black & Veatch
D.1.16	STMJ (Appraiser)
D.1.17	RGB (Appraiser)
D.1.x	Others
D.2	Internal to District
D.3	**Subcontractors**
D.3.1	Boyle Engineering
D.3.2	Cannon (Surveying)
D.3.3	Geomatrix (Geotechnical)
D.3.4	Wallace Group
D.3.5	Jacobs Associates
D.3.6	Ben C. Gerwick
D.3.7	Flow Science
D.3.8	Firma
D.3.9	M.J. Schiff
D.3.10	Northwest Hydraulic Consultants
D.3.x	*(list others as-needed)*
D.4	**Project Participants**

File No. File Description

D.4.1 Paso Robles
D.4.2 Templeton
D.4.3 Atascadero
D.4.4 City of San Luis Obispo
D.4.5 Others/General

D.5 Governing Authority
D.5.1 Board of Supervisors
D.5.2 Nacimiento Project Commission

D.6 Other
D.6.1 Conoco – Phillips

E MEETINGS & COORDINATION

E.1 Action Logs
E.2 Minutes – Design Team Kickoff Meeting
E.3 Minutes – Design Team Progress Meetings

E.4 Minutes – Design Team Coordination Meetings
E.4.1 Black & Veatch
E.4.2 ESA

E.4.3 Hamner Jewel Associates (Rights-of-Way)
E.4.3.1 Title Reports
E.4.3.2 Appraisals
E.4.3.3 Rights of Entry

E.4.4 TJ Cross
E.4.5 Finance Team (UBS, PFM, F&J)
E.4.6 Design Review Workshops (All)

E.5 Meetings & Coordination - Local Agencies
E.5.1 Monterey County Water Resources Agency
E.5.1.1 MCWRA Reservoir Operations Committee
E.5.2 Finance Agency
E.5.3 City of Paso Robles
E.5.4 Templeton CSD
E.5.5 Atascadero MWC
E.5.6 City of San Luis Obispo
E.5.x
E.5.x
E.5.x

E.6 Meetings & Coordination - State Agencies
E.6.1 Department of Health Services
E.6.2 DWR Division of Safety of Dams
E.6.3 Cal-OSHA
E.6.4 SWRCB / RWQCB
E.6.5 CA Dept. of Fish & Game
E.6.6 Caltrans
E.6.x

E.7 Meetings & Coordination - Federal Agencies
E.7.1 Corps of Engineers
E.7.2 US Fish & Wildlife

File No. File Description

E.7.3 NMFS
E.7.4 Camp Roberts/Camp San Luis
E.7.5 Federal Energy Regulatory Commission
E.7.6 Environmental Protection Agency
E.7.6.1 Klau-Buena Vista Mine
E.7.x Others

E.8 Meetings & Coordination – Utility Owners
E.8.1 PG&E
E.8.2 Railroad
E.8.3 Telephone
E.8.4 Gas Company
E.8.5 Oil Companies
E.8.x Others

E.9 Meetings & Coordination – Public Outreach / Contractors
E.9.1
E.9.2
E.9.3

E.10 Meetings & Coordination – NWP (District)
E.10.1 County Board of Supervisors
E.10.2 Nacimiento Project Commission
E.10.2.1 Nacimiento Conflict of Interest Commission
E.10.3 Technical Support Group
E.10.4 District (SLO County)

F TECHNICAL DATA

F.1 Project Instructions
F.2 Water Quality Data
F.3 Technical Data
F.4 Existing Reports
F.5 Project Photos
F.6 Calculations
F.7 Value Engineering
F.8 Savings By Design (PG&E)

G PRELIMINARY DESIGN DOCUMENTS

G.0 Preliminary Engineering
G.1 Baseline Engineering
G.1.1 Surveying & Mapping
G.1.2 Utility Engineering & Potholing
G.1.3 Geotechnical Investigations
G.2 Technical Memoranda
G.2.1 TM-1 Project Standards
G.2.2 TM-2 Project Phasing and Flow Peaking Evaluation
G.2.3 TM-3 Operations Plan
G.2.4 TM-4 Hydraulic & Surge Analyses
G.2.5 TM-5 Project Controls Design & Integration
G.2.6 TM-6 System & Project Startup and Testing Requirements

File No. File Description

	G.2.7	TM-7	Electrical Power Supply & Energy Study
	G.2.8	TM-8	Water Quality Investigations
	G.2.9	TM-9	Geotechnical Baseline Report
	G.2.10	TM-10	Corrosion Engineering
	G.2.11	TM-11	Seismic Design Criteria
	G.2.12	TM-12	Construction and Contracting Plan
	G.2.13	TM-13	Value Engineering Responses
	G.2.14	TM-14	Hydroelectric & Solar Energy Feasibility Study
	G.2.15	TM-15	Evaluation of Pump Sizing and Type
	G.2.16	TM-16	Evaluation of Storage Tank Sizing and Type
G.3			**Intake Pump Station Preliminary Design**
	G.3.1		Facility Sizing and Layouts
	G.3.2		Intake Design Criteria & Standard Details
	G.3.3		Hydraulic Model Study
G.4			**Pump Station Preliminary Design**
	G.4.1		Facility Sizing and Layouts
	G.4.2		Pump Station Design Criteria & Standard Details
	G.4.3		Surge Control Systems Design & Details
G.5			**Tanks Preliminary Design**
	G.5.1		Facility Sizing, Alternative Tank Types, and Layouts
	G.5.2		Tank Design Criteria & Standard Details
G.6			**Turnout Preliminary Design**
	G.6.1		Facility Sizing and Layouts
	G.6.2		Turnout Design Criteria & Standard Details
G.7			**Pipeline Preliminary Design**
	G.7.1		Pipeline Alignment Studies & Refinements
	G.7.2		Right-of-Way and Easement Identification
	G.7.3		Pipeline Design Criteria, Appurtenances & Standard Details
	G.7.4		Crossings Design
G.8			SCADA System Preliminary Design
G.9			Civil Design & Access Roads
G.10			EIR/EIS Mitigation Measures & Permit Requirements
G.11			**Preliminary Design Report (PDR)**
	G.11.1		PDR (Draft)
	G.11.2		30% Contract Drawings
	G.11.3		PDR (Final)
G.12			QC Review of PDR
G.13			Support to the Value Engineering Consultant & Constructability Review
H			**FINAL DESIGN DOCUMENTS**
H.1			50% Design Submittal
	H.1.x		*organize by bid package*
H.2			90% Design Submittal
	H.2.x		*organize by bid package*
H.3			100% Design Submittal
	H.3.x		*organize by bid package*

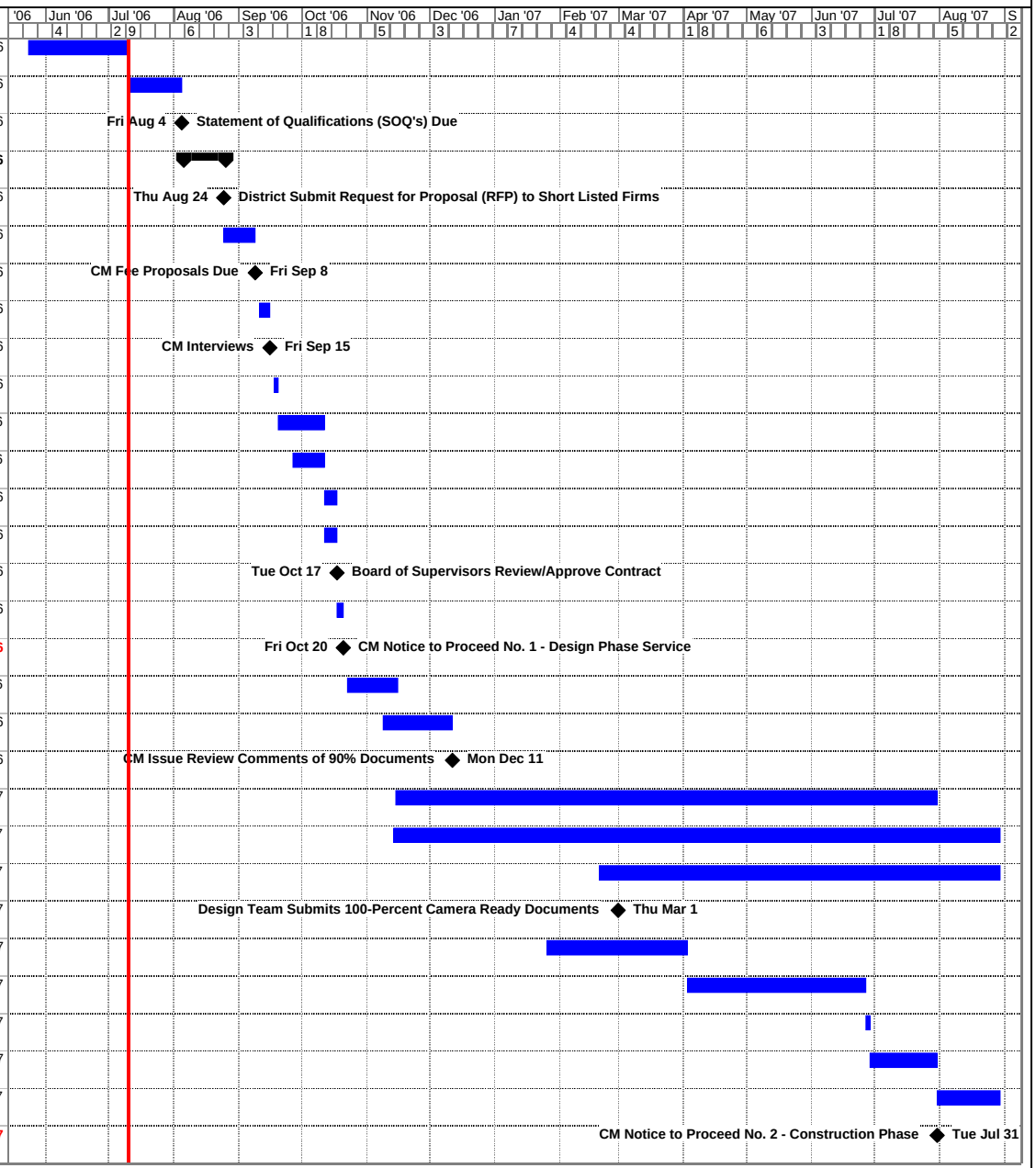
San Luis Obispo County Flood Control and Water Conservation District
Nacimiento Water Project
Project No. 300187
Master Filing List

File No.	File Description
H.4	Front-End Specifications
I	**COST ESTIMATES**
I.1	Cost Backup Information
I.2	Construction Cost Estimates
J	**QUALITY CONTROL REVIEW**
J.1	QA/QC Plan
J.2	QA/QC Reviews
K	**CONSTRUCTION RELATED**
K.1	Environmental Permit Reports
K.1.1	Preliminary (April 21, 2006)
L	**Legal Issues**
L.1	Private Party Claims
L.2	Easement Agreements

NWP NACIMIENTO WATER PROJECT

EXHIBIT F - Construction Management Procurement and Activity Schedule During the Design Phase

ID	Task Name	Start	Finish
1	District Prepare Request for Qualifications (RFQ's)	Wed 5/24/06	Mon 7/10/06
2	Advertise RFQ's	Tue 7/11/06	Fri 8/4/06
3	Statement of Qualifications (SOQ's) Due	Fri 8/4/06	Fri 8/4/06
4	**District Evaluation of SOQ's**	**Sun 8/6/06**	**Fri 8/25/06**
10	District Submit Request for Proposal (RFP) to Short Listed Firms	Thu 8/24/06	Thu 8/24/06
11	RFP Development by CM Firms	Fri 8/25/06	Fri 9/8/06
12	CM Fee Proposals Due	Fri 9/8/06	Fri 9/8/06
13	District Evaluation of Proposals	Mon 9/11/06	Fri 9/15/06
14	CM Interviews	Fri 9/15/06	Fri 9/15/06
15	District Notification to Proposers	Mon 9/18/06	Tue 9/19/06
16	Final Scope & Fee Negotiations with Top Ranked Firm	Wed 9/20/06	Wed 10/11/06
17	Start to Circulate Board of Supervisor Letter	Wed 9/27/06	Wed 10/11/06
18	CM Firm Sign Contract	Thu 10/12/06	Tue 10/17/06
19	CM Firm Submit Insurance Certificates	Thu 10/12/06	Tue 10/17/06
20	Board of Supervisors Review/Approve Contract	Tue 10/17/06	Tue 10/17/06
21	District Prepare Notice to Proceed No. 1	Wed 10/18/06	Fri 10/20/06
22	**CM Notice to Proceed No. 1 - Design Phase Service**	**Fri 10/20/06**	**Fri 10/20/06**
23	CM Team Coordination and Kickoff Meeting	Mon 10/23/06	Wed 11/15/06
24	CM 90% Constructibility Review and Comment Preparation	Thu 11/9/06	Mon 12/11/06
25	CM Issue Review Comments of 90% Documents	Mon 12/11/06	Mon 12/11/06
26	CM Perform Other Scope of Work During Design Phase	Wed 11/15/06	Tue 7/31/07
27	District's Bond Financing Process	Tue 11/14/06	Wed 8/29/07
28	District Procures Environmental Monitoring Services	Tue 2/20/07	Wed 8/29/07
29	Design Team Submits 100-Percent Camera Ready Documents	Thu 3/1/07	Thu 3/1/07
30	CM Administer County Policy AD-15	Fri 1/26/07	Mon 4/2/07
31	District's Construction Bidding Process (>30% value)	Tue 4/3/07	Tue 6/26/07
32	District, CM & Design Team Prepare Construction Bid Summary Rpt	Wed 6/27/07	Thu 6/28/07
33	NWP Participant's Opt-Out Process (if applicable)	Fri 6/29/07	Mon 7/30/07
34	Construction Award Process	Tue 7/31/07	Wed 8/29/07
35	**CM Notice to Proceed No. 2 - Construction Phase**	**Tue 7/31/07**	**Tue 7/31/07**



San Luis Obispo County Flood Control and Water Conservation District

Nacimiento Water Project

VALUE ENGINEERING WORKSHOP

TABLE OF CONTENTS

SECTION I EXECUTIVE OVERVIEW

Project Description and Background
Summary List of Developed Options
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High Cost Elements and Distribution
Design Team Presentation

NWP NACIMIENTO WATER PROJECT

San Luis Obispo County Flood Control & Water Conservation District

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Preliminary Design Report

February 2006

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B&V Project No. 137522

B&V File No. G.11.1

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